

<p>Yellow Medicine County Board of Commissioners Policy Manual</p>
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Policy Statement

TITLE

Yellow Medicine County Fairgrounds Use

CODE 801

REFERENCE

N/A

PERSONNEL RESPONSIBLE

County Board, County Administrator

EFFECTIVE DATE

December 23, 2014

UPDATED/AMENDED

June 23, 2015

POLICY

801.100 Policy Statement - This policy is enacted for the purpose of providing for the safe and peaceful use of the County Fairgrounds and for the safety and general welfare of the public utilizing the facilities located there.

801.200 - In order to accomplish the above, the Yellow Medicine County Board of Commissioners (the Board) have the following responsibilities:

801.201 - Maintenance of the Facilities.

Assure the grounds and buildings will be well kept and safe for access by the general public. The grounds will be maintained for their intended purposes (race track, midway, and parking).

801.202- Authorization of Activities:

Authorize all activities occurring at the Fairgrounds (except for those authorized by the Fair Board during the week of the County Fair).

a. Yellow Medicine County residents may request usage of the buildings or grounds for private events.

i. Individuals will enter into a Yellow Medicine County Fairgrounds Use Agreement that is available from the Administration Department of the County.

ii. Individuals will pay a rental fee as set by the Yellow Medicine County Board.

iii. Individuals wishing to serve alcoholic beverages at their events shall use the services of appropriate vendors who meet the qualifications set forth in the Yellow Medicine County Fairgrounds Use Agreement.

b. Private businesses may rent the buildings and/or grounds for professional events (racing, tractor pulls, concerts, etc.).

i. Businesses will enter into a Yellow Medicine County Fairgrounds Use Agreement that is available from the Administration Department of the County.

ii. Businesses will pay a rental fee as set by the Yellow Medicine County Board.

iii. Businesses will assure they have secured appropriate and sufficient Liability Insurance as recommended by the Minnesota Intergovernmental Insurance Trust and approved by the Board, for the events they are sponsoring.

iv. Businesses wishing to serve alcoholic beverages at their events shall use the services of appropriate vendors who meet the qualifications set forth in the Yellow Medicine County Fairgrounds Use Agreement.

801.203 - Winter Storage Program:

Manage the Winter Storage program.

a. Residents may request to store items at the Fairgrounds to include campers, boats, motorcycles and vehicles.

i. Individuals will pay a rental fee as set by the Yellow

Medicine County Board.

- ii. Individuals must sign a Waiver of Liability form indicating they understand the County does not assume liability for their property while in county storage.

801.204 - County Fair:

Provide funding to the Fair Board to operate a County Fair one week during each calendar year.

- a. The Fair Board does assume control and responsibility for the property and grounds two (2) weeks prior to the Fair and two (2) weeks following the Fair events.
- b. The Fair Board shall establish Operating Guidelines that are approved by the Yellow Medicine County Board. The Guidelines will establish operating procedures, designation of Officers and their respective duties, and purchasing and spending authority procedures.
 - i. The Fair Board shall assure the buildings and grounds are maintained during the week of the Fair and that any damages resulting from Fair activities are repaired.
 - ii. The Fair Board shall assume responsibility for all activities, including contracts with outside vendors that occur during the week of the Fair.
 - i. The Fair Board shall enter into Use Agreements and/or contracts that outline the legal parameters for use of the Fairgrounds.
 - ii. Specifically, all Contractors shall have Liability Insurance as recommended by the Minnesota Counties Intergovernmental Trust.

AUTHORED BY: County Administrator
DATE: December 23, 2014

APPROVED BY: County Board
DATE: December 23, 2014

Yellow Medicine County
FAIRGROUNDS USE AGREEMENT

This agreement made and entered into by and between the County of Yellow Medicine, State of Minnesota, referred to as "COUNTY" and _____ referred to as "LESSEE",

The COUNTY is the owner of buildings located on property at the Yellow Medicine County Fairgrounds in Canby, Minnesota and is responsible for managing the maintenance of these buildings and grounds.

LESSEE desires to rent buildings located at the fairgrounds, herein referred to as the "PREMISES", under the terms and conditions set forth in this agreement.

In consideration of the mutual promises set forth herein and elsewhere, it is agreed by and between the COUNTY and LESSEE as follows:

Term of Use

This use Agreement will be valid for the following date:

Conditions of Use

Description of the premises to be used under this Agreement includes the following:

- 1) Grandstand
- 2) Track, Pit and Parking area
- 3) Concessions stand and bathrooms
- 4) Pavilion Building
- 5) General rights of ingress and egress for the areas.

The Premises will be used for:

LESSEE warrants that it will comply with all codes, laws, ordinances, orders, rules and regulations promulgated by any government agency which relate to the use, condition or occupancy of the Premises. In addition, LESSEE agrees to keep the Premises in a neat, clean and respectable condition and must bear the costs of cleaning and restoring the Premises. LESSEE is responsible for the cost of repair of any damages caused to the Premises by the LESSEE, or by

the guests or invitees of the LESSEE. The cost of repair includes replacement costs if necessary.

Fee

The standard rental fee for use of the Premises is **\$75.00**.

The person signing this Agreement will be held responsible for payment of the fee and other charges provided herein. Rental fee checks shall be made payable to Yellow Medicine County.

Deposits

Before the date of use, **Lessee shall deliver to the County a \$250.00 damage deposit for the grandstand and track and \$75.00 damage deposit for the Pavilion** (send as a separate check apart from the rental fee check and make payable to Yellow Medicine County). The damage deposit will be returned to the LESSEE after the Premises and equipment have been inspected by the County and it is determined that the terms of this Agreement have been met and no damage has occurred. If the LESSEE fails to perform any term in this Agreement or the County suffers damage to its Premises or equipment, the County may use any portion or all of the damage deposit to offset damages. Use of the damage deposit shall not constitute a waiver by the County of its right to pursue other remedies it might have.

Assignment of Interest

LESSEE may not assign or transfer its interest under this Agreement. LESSEE shall not permit any third party to occupy or use any part of the building without first obtaining the prior written consent of the County.

Liability

The use of the Premises and the adjacent grounds shall be entirely at LESSEE's risk.

Indemnification

The LESSEE shall agree to defend, indemnify, and hold Yellow Medicine County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the User or its guests, invitees or any and all other attendees in the use of the Premises by the LESSEE or its guests, invitees or any and all other attendees.

General Liability Insurance

The LESSEE shall procure and maintain risk coverage that will protect it from claims set forth above which may arise out of or result from its use of the Premises under this Agreement, whether such use be by the LESSEE or its guests, invitees and any and all other attendees or by anyone for whose acts the LESSEE may be liable. All policies shall remain in force and effect through the end of the use of the Premises.

A certificate of special event liability insurance covering spectators and participants shall be submitted to the County prior to use. A minimum of \$1.5 million shall be required. A statement on the certificate or an endorsement on the policy shall be made to indicate Yellow Medicine County and the Yellow Medicine County Fair Association as additional insured.

Liquor

No alcohol may be sold on the Premises except for alcohol that is sold or furnished on the Premises by a vendor with the appropriate license and insurance to sell alcohol on the Premises. If alcohol is sold on the Premises, the licensed vendor serving the alcohol must have adequate liquor liability insurance pursuant to Minn. Stat. 340A.409. The designated vendor is required to provide proof of an appropriate license authorizing the vendor to sell liquor on the Premises and proof of liquor liability insurance to the County prior to the date upon which the Lessee intends to use the Premises. The County shall bear no liability for injury arising out of the sale or consumption of alcohol on the Premises.

In witness thereof, the parties have executed this Agreement in Minnesota

LESSEE _____

Date: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF YELLOW MEDICINE)

On this _____ day of _____, before me, a Notary Public, within and for said County and State, personally appeared _____, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that they executed the same as his free act and deed.

Notary Public

YELLOW MEDICINE COUNTY

Date _____

Peggy Heglund, County Administrator